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IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

US Airways, Inc., a Delaware Corporation,  
Plaintiff,  
v.  
Don Addington, an individual; John Bostic, an individual; Mark Burman, an individual; Afshin Iranpour, an individual; Roger Velez, an individual; and Steve Wargocki, an individual, on behalf of themselves and all other similarly-situated individuals,  
and  
US Airline Pilots Association, an unincorporated association,  
Defendants.

Case No.: 2:10-cv-01570-ROS

**RESPONSE OF US AIRLINE  
PILOTS ASSOCIATION TO  
SUPPLEMENTAL  
SEPARATE STATEMENT OF  
FACTS BY US AIRWAYS**

1 Pursuant to L.R.Civ. 56.1(b), Defendant US Airline Pilots Association  
2 (“USAPA”), by and through counsel undersigned, responds to the Supplemental Separate  
3 Statement of Undisputed Facts for the Purposes of Plaintiff US Airways, Inc.’s Response  
4 to Defendants’ Cross-Motions For Summary Judgment on Counts 1 and 2 of the  
5 Complaint (Doc. 164-1, “US Airways Supplemental SOF”).

6 **US Airways Supplemental SOF ¶1:** The Transition Agreement provides that it is an  
7 agreement “made and entered into in accordance with the provisions of the Railway  
8 Labor Act, as amended (the “Act”), by and between AMERICA WEST HOLDINGS  
9 CORPORATION (“AWHC”), AMERICA WEST AIRLINES, INC. (“AMERICA  
10 WEST”), US AIRWAYS GROUP, INC. (“US AIRWAYS GROUP”), US AIRWAYS,  
11 INC. (“US AIRWAYS”), and the AIR LINE PILOTS in the service of AMERICA  
12 WEST and US AIRWAYS, respectively, as represented by the AIR LINE PILOTS  
13 ASSOCIATION (hereinafter referred to as “the Association”) by and through the Master  
14 Executive Councils of the America West and US Airways pilots (“America West MEC”  
15 and “US Airways” respectively) (collectively referred to as the “Parties”).” In May 2005,  
16 two airlines, America West and US Airways, merged to become a single airline known as  
17 US Airways (“the Airline”).

18 **RESPONSE:** USAPA objects to ¶1 to the extent it is offered to prove that the Transition  
19 Agreement is binding on USAPA or individual pilots other than as authorized by the  
20 Railway Labor Act (RLA). At the time the Transition Agreement was negotiated and  
21 signed, the America West pilots and the US Airways pilots were represented for the  
22 purpose of collective bargaining under the RLA by ALPA and its subordinate bodies, the  
23 America West MEC and the US Airways MEC. ALPA (and its subordinate bodies)  
24 signed the Transition Agreement in their representative capacity. ALPA had only the  
25 authority granted by the RLA, did not have any other authority to bind the individual  
26 pilots and, in particular, had no authority to bind the individual pilots in any way that  
27 could diminish the authority of a newly certified RLA bargaining representative, such as  
28 USAPA, to negotiate a new collective agreement as provided by *Association of Flight*

1 *Attendants v. US Air, Inc.*, 24 F.3d 1432 (D.C. Cir. 1994). USAPA otherwise does not  
2 dispute that ¶1 accurately quotes two sentences of the Transition Agreement.

3 **US Airways Supplemental SOF ¶2:** The Transition Agreement states that it “[m]ay be  
4 modified by written agreement of the Association and the Airline Parties collectively.”

5 **RESPONSE:** Not disputed that ¶2 accurately quotes one clause of the Transition  
6 Agreement. USAPA notes that it is not one of the “Airline Parties” and that it is not  
7 bound by the Transition Agreement, contractually or otherwise, in negotiating a new  
8 collective bargaining agreement.

9 **US Airways Supplemental SOF ¶3:** The Transition Agreement specifies the criteria an  
10 integrated seniority list must satisfy before US Airways was obligated to accept the list.

11 **RESPONSE:** USAPA objects to the use of the present tense (“must satisfy”) to the  
12 extent is it is intended to indicate any currently existing condition. The Transition  
13 Agreement was negotiated in 2005, ALPA offered the ALPA/Nicolau list to US Airways  
14 in December 2007 and, in any event, USAPA is not bound by the Transition Agreement,  
15 contractually or otherwise, in negotiating a new collective bargaining agreement.

16 **US Airways Supplemental SOF ¶4:** USAPA and ALPA collectively submitted  
17 fourteen disputes that have been resolved under the Transition Agreement, including  
18 seven since USAPA was certified as the pilots' representative.

19 **RESPONSE:** USAPA objects that ¶4 is irrelevant and immaterial because resort to the  
20 dispute resolution procedures of Transition Agreement do not in any indicate that  
21 USAPA agreed to the ALPA/Nicolau list. USAPA also objects to ¶4 to the extent that is  
22 suggests that USAPA and ALPA acted together (“collectively”) in submitting grievances  
23 under the Transition Agreement. USAPA never acted “collectively” with ALPA on any  
24 grievance or other matter. What we understand US Airways to mean is that the *total*  
25 number of grievances submitted under the Transition Agreement, some by ALPA and  
26 some by USAPA, over the seven year period since the Transition Agreement was signed,  
27 is fourteen.

28 **US Airways Supplemental SOF ¶5:** US Airways has complied with USAPA’s demand



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**CERTIFICATE OF SERVICE**

I hereby certify that on March 19, 2012, I electronically transmitted the attached document to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of Electronic Filing to the following CM/ECF registrants:

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s/T. Mahabir